

PCP SPECIFIC CONTRACT

This is a specific contract ("**Specific Contract**"), dated [...] 2026, between the following parties:

the contracting authority **Northern Dimension Partnership on Culture Secretariat**, a legal entity organized and existing under the laws of Latvia under registration number 00000000985 with registered office address at Grēcinieku iela 9, 3rd floor, LV-1050, Riga, Latvia ("**Lead Procurer**"), acting in the name and on behalf of itself as one of the Procurers and the members of the Buyers Group (as defined in the Framework Agreement); and

[details of the supplier / consortia of suppliers, if applicable] ("**Supplier**").

The Lead Procurer and the Supplier shall be referred to together as the "**Parties**" and each individually as a "**Party**".

WHEREAS

- (A) the Procurers desire to fully implement and achieve the results required by the Creative Circular Cities ("**CCC**") project #C047 that is funded by the European Union's ERDF fund under the Interreg Programme "Interreg Baltic Sea Region", CCI 2021TC16FFTN003 ("**Project**");
- (B) one of the Project's activities envisages subcontracting external service providers in a pre-commercial procurement to support the development of innovative solutions addressing circular economy challenges ("**PCP**"). In particular, as detailed in the Request for Tenders, this procurement organised as a PCP consists of two lots addressing the following challenges:
 - i. How might we create an accessible, unified platform or system that connects service providers contributing to the circular economy, making it easier for customers to discover and use their services? ("**Lot 1**");
 - ii. How might we implement an interoperable, citywide system or solution to eliminate single use materials (such as cups, plates, and cutlery) at public events? ("**Lot 2**");
- (C) the Supplier has submitted a Tender as annexed to the Framework Agreement concluded between the Parties on [insert date] and has been awarded the contracts as a successful Tenderer for Lot [1 or 2];
- (D) for proper implementation of the PCP, it is required to enter into this Specific Contract for Phase [1 or 2] of the PCP.

THE PARTIES AGREE as follows:

1. INTERPRETATION

- 1.1. In this Specific Contract, unless stated otherwise or the context requires otherwise, the terms and expressions defined in the Framework Agreement concluded between the Parties and/or the Request for Tenders are used in the same meaning.
- 1.2. This Specific Contract is made under and is subject to the terms and conditions of the Framework Agreement concluded between the Parties and other Tender Documents of the PCP.

2. SUBJECT OF THE CONTRACT

- 2.1. This Specific Contract defines the specific terms and conditions for the implementation of the PCP procurement of R&D services set out in Clause 3 below for the Phase [1 or 2].

3. R&D SERVICES TO BE PROVIDED

- 3.1. The Supplier shall provide the R&D services (tasks, deliverables and milestones) set out in the Request for Tenders for this Phase [1 or 2] for Lot [1 or 2] as specified in Section 2.2 (Description

of R&D services to be procured (PCP challenges)) and Section [2.2.1 (Lot 1: Circularity platform) or 2.2.2 (Lot 2: Circular event infrastructure)] of the Request for Tenders.

4. PRICE AND PAYMENT ARRANGEMENTS

4.1. The price to be paid by the members in the Buyers Group, including the Lead Procurer, for the R&D services set out in Clause 3 above shall be [amount] ([amount in words]) EUR (VAT inclusive, if applicable).

4.2. [[FOR PHASE 1] Payment schedule for Phase 1 shall be:

(a) 50% of the price, i.e. 5000 (five thousand) EUR (VAT inclusive, if applicable), shall be paid after the Lead Procurer declares the satisfactory completion of the following Phase 1 interim milestones and deliverables (as described in Section 2.3.1 (Phase 1: Solution Design – overview and expected outcomes) of the Request for Tenders:

- M.1.1 Phase 1 Kick-off meeting;
- M.1.2 Presentation of draft solution designs;
- D.1.1 Project abstract and list of Pre-existing IP;
- D.1.2. draft solution design;

(b) 50% of the price, i.e. 5000 (five thousand) EUR (VAT inclusive, if applicable), shall be paid after the Lead Procurer declares the satisfactory completion of Phase 1, as described in the time schedule and Section 2.3.1 (Phase 1: Solution Design – overview and expected outcomes) of the Request for Tenders.]

[[FOR PHASE 2] Payment schedule for Phase 2 shall be:

(a) 50% of the price, i.e. 16 625 (sixteen thousand six hundred twenty five) EUR (VAT inclusive, if applicable), shall be paid after the Lead Procurer declares the satisfactory completion of the following Phase 2 interim milestones and deliverables, as described in Section 2.3.2 (Phase 2: Prototype development and testing – overview and expected outcomes) of the Request for Tenders:

- M.2.1 Phase 2 kick-off meeting;
- M.2.2 Prototype developed;
- D.2.1 Project abstract and list of Pre-existing IP (if different from the submission made during Phase 1);
- D.2.2 First prototype iteration and draft piloting plan;
- D.2.3 Final prototype iteration and piloting plan;

(b) 50% of the price, i.e. 16 625 (sixteen thousand six hundred twenty five) EUR (VAT inclusive, if applicable), shall be paid after the Lead Procurer declares the satisfactory completion of Phase 2, as described in the time schedule and Section 2.3.2 (Phase 2: Prototype development and testing – overview and expected outcomes) of the Request for Tenders.]

4.3. Along with the declarations referred to in sub-clauses (a) and (b) of Clause 4.2 above, the Lead Procurer shall indicate to the Supplier which member(s) of the Buyers Group, including the Lead Procurer, shall receive the invoice, and shall specify amounts to be included in each invoice.

4.4. Payments shall be made to the following bank account of the Supplier: [banking details].

4.5. Payments shall be made to the Supplier within 30 days of receipt of a duly issued invoice from the Supplier.

5. MISCELLANEOUS

- 5.1. The clauses of the Framework Agreement that include references to Specific Contracts apply *mutatis mutandis* to this Specific Contract as though set out in full in this Specific Contract.
- 5.2. This Agreement shall enter into force upon signature of the last Party and shall remain in effect until completion of Phase [1 or 2] unless terminated prematurely in accordance with the Framework Agreement.
- 5.3. This Specific Contract may be extended only if agreed between the Parties in writing.
- 5.4. This Specific Contract and any non-contractual obligations arising out of this Specific Contract are governed and construed in accordance with the laws of the Republic of Latvia.
- 5.5. Any dispute, controversy or claim arising out of or relating to this Specific Contracts or the breach, termination or invalidity thereof or any non-contractual obligations arising out of or in connection with this Specific Contract, shall be settled by the courts of the Republic of Latvia.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto:

For and on behalf of the Procurers:

[name]
[title and organisation]

For and on behalf of the Supplier:

[name]
[title and organisation]

[This Agreement is signed electronically with qualified electronic signatures that contain timestamps]